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Book - 10888 Pg - 648-652
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 5 P.

Parcel Tax ID: 14-11-427-011-0000

Prepared by:

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Kutak Rock LLP
1801 California Street, Suite 3000
Denver, CO 80202

After Recording Return To:

Chicago Title Insurance Company
10 South LaSalle St., Suite 3100
Chicago, IL 60603
Attn: Robert Strybel

**SPACE ABOVE THIS LINE (3 1/2" X 5") FOR
RECORDER'S USE**

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is executed effective as of January 22, 2020, by and between **STORE CAPITAL ACQUISITIONS, LLC**, a Delaware limited liability company ("Lessor"), whose address is 8377 E. Hartford Drive, Suite 100, Scottsdale, Arizona 85255, and **PIONEER METAL FINISHING, LLC**, a Wisconsin limited liability company ("Lessee"), whose address is c/o Aterian Investment Partners II, LP, 11 E 44th Street, Suite 1803, New York, New York 10017, ATTN: Brandon Bethea, Daniel Krasnow.

Recitals

WHEREAS, Lessor and Lessee entered into that certain Second Amended and Restated Master Lease Agreement (the "Lease") of even date herewith (the "Effective Date"), the terms, provisions and conditions of which are incorporated herein by this reference to the same extent as if recited in their

4838-1590-5198.2
STORE / Pioneer Metal Finishing
Memorandum of Lease
1225 Legacy View St., Salt Lake City, UT 84104
File No. 7210/02-630.07
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entirety herein, whereby Lessor has leased to Lessee, and Lessee has rented and leased from Lessor, on and subject to the terms, provisions and conditions of the Lease, certain parcels of real property, including, without limitation, that certain real property, together with all buildings, structures, fixtures and improvements now or hereafter located thereon, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"). Unless otherwise expressly provided herein, all defined terms used in this Memorandum shall have the same meanings as are ascribed to such terms in the Lease;

NOW, THEREFORE, Lessor and Lessee hereby make specific reference to the following terms, provisions and conditions of the Lease:

1. The term of the Lease commences as of the Effective Date and expires on July 31, 2038, unless extended as provided below or terminated sooner as provided in the Lease. The Basic Rent for the initial term of the Lease is \$2,373,049.64, subject to escalations as and to the extent set forth in the Lease.

2. Provided Lessee is not in default under the terms of the Lease, Lessee has a right to extend the term of the Lease for up to four (4) additional successive periods of five (5) years each, by written notice to Lessor as provided in the Lease.

3. Lessee may assign its interest in the Lease only in accordance with the express terms and conditions of the Lease.

4. The Lease is a "true lease"; the only relationship created thereby is that of landlord and tenant. Lessee is not an agent, legal representative, partner, subsidiary, or employee of Lessor. Lessor is not responsible for any of the debts, obligations or losses of Lessee.

5. Original copies of the Lease are in the possession of Lessor and Lessee. The Lease contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Property on notice of the existence of the Lease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Lease as fully as if the same had been set forth herein. Additional information concerning the terms of the Lease can be obtained by persons with a legitimate interest therein from Lessor or Lessee at the addresses set forth above.

6. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect. To the extent that the terms hereof are inconsistent with the terms of the Lease, the terms of the Lease shall control.

7. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

[Remainder of page intentionally left blank; signature page(s) to follow]

EXHIBIT A

PROPERTY

Address: 1225 S. Legacy View Street, Salt Lake City, Utah 84104

Legal Description:

Lot 13, LEGACY INDUSTRIAL PARK, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.

ALSO:

A strip of land situate in the Southeast quarter of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah, more particularly described as follows:

Commencing at the Southeast corner of said Section 11; thence North 89°55'44" West along the South line of said Section 11 a distance of 40.00 feet; thence North 00°01'23" East a distance of 1164.85 feet to the point of beginning; thence North 89°58'37" West a distance of 50.00 feet; thence North 00°01'23" East a distance of 360.00 feet; thence South 89°58'37" East a distance of 50.00 feet; thence South 00°01'23" West a distance of 360.00 feet to the point of beginning.

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